

COBB COUNTY SCHOOL DISTRICT
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PROCUREMENT SERVICES DEPARTMENT
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13.4 No invoice will be processed for payment until such time as all contractual obligations have been met and/or items ordered have been received and approved by the CCSD authorized representative.

13.5 All invoices and/or financial correspondence should be directed to:
Financial Services Division
Cobb County School District
P.O. Box 1288
Marietta, Georgia 30061
Attn: Disbursement Services

14.0 COMPLIANCE

Final inspection of all products/services for acceptance or rejection will be made by CCSD. Final inspection resulting in acceptance or rejection of the products/services will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the CCSD of its rights to reject such products/services or to claim reimbursement or damages for such products/services which are later found to be defective or not in conformance with the required specifications.

15.0 RIGHTS AND REMEDIES

15.1 As permitted by law, in lieu of canceling the purchase order, the CCSD may levy a charge for each day beyond the required completion date that the successful vendor fails to deliver the item(s). Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the CCSD as a result of the vendor's failure to deliver the item(s) as required. Partial completion on a purchase order will not exempt a vendor from this charge. CCSD further has the right after assessing such charge, after the continuing failure of the vendor to complete, to terminate the purchase order.

15.2 Warranty and Support Requirements

The CCSD is not waiving, amending or abridging any warranty rights provided to the CCSD under state or federal law. The CCSD is not bound by any terms or conditions in any vendor's contract, packaging, invoices, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions that waive, amend, abridge, abrogate, are in conflict with or are in addition to CCSD's contractual rights as provided under state or federal law.

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or are in addition to CCSD's contractual rights as provided under state or federal law.

In addition to the foregoing warranty and contractual rights of the CCSD, the Vendor further warrants and agrees as follows:

- 15.2.1 All of the products, services and other deliverables under this contract are guaranteed by the Vendor to CCSD against all defects in workmanship and materials. Vendor warrants that all products will, at the time of delivery to CCSD, be free from defects in manufacture or materials and will meet all specifications and requirements set forth in the BID.
- 15.2.2 Upon request by CCSD, the Vendor further agrees to immediately correct, without charge to CCSD, any defects in the products, which develop during the life of the warranty after acceptance and payment by CCSD. Furthermore, Vendor agrees to correct or repair, without cost to CCSD, anything that it may affect or disturb in making the repairs herein contemplated. Vendor further agrees to indemnify CCSD against damages of any sort resulting from faulty workmanship or materials by Vendor while performing any warranty or guaranty work hereunder (or by any third party performing such work for and on behalf of Vendor).
- 15.2.3 The products provided under this BID shall be fully capable of performing any and all of the functions specified in the BID, and as set forth in Vendor's Response. Vendor also agrees that Vendor is fully aware of CCSD's business requirements and intended uses of the products and warrants that the products shall be fit for such intended uses.
- 15.2.4 Vendor hereby warrants and represents that it is the sole owner of all right, title, and interest in and to the products and any related documentation that is to be delivered and used by CCSD under the BID, including all patents, copyrights, copyright rights, trade secrets, trademarks and all proprietary and intellectual rights and confidential information contained therein, and that there are no liens, claims or encumbrances on any products delivered to the CCSD under this contract.

15.3 Intellectual Property Indemnification

In the event that the CCSD's use of the product under this contract is held or believed by Vendor to infringe on any patent, trademark, copyright, trade secret or other proprietary interest of any third party ("Third Party Intellectual Property Rights"). Vendor shall have the option, at its expense, to (i) procure for CCSD the right to continued use of the product or (ii) replace or modify in whole or in part the product so that it becomes non-infringing; provided, however, that any replacement or modification shall maintain or exceed the product functionality and performance existing at the time such infringement is found. Additionally, Vendor shall have the obligations to indemnify CCSD against any damages or costs incurred by CCSD insofar as the same is based upon any claim that the product, or any component thereof, used by Vendor in the course of performing under this contract and provided to

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CCSD infringes on any Third Party Intellectual Property Rights. Notwithstanding the foregoing, Vendor shall not be responsible for indemnifying CCSD hereunder from and against any claim based upon infringement of any Third Party Intellectual Property Rights, if such infringement is a result of any one of the following: (i) CCSD's or any third Party's unauthorized modification, alteration or change to the product; or (ii) any work or materials provided to Vendor by CCSD.

The Vendor shall indemnify and hold harmless the Cobb County Board of Education, the Cobb County School District and its officers, agents and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including, but not limited to, reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this Agreement, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf; or due to any breach of this Agreement by Vendor; or due to the application or violation of any pertinent federal, state or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

15.4 Termination

If the CCSD or the successful vendor(s) wish to cancel this proposal, written notice thirty (30) days in advance will be required of either party. CCSD reserves the right to terminate the contractual relationship with Vendor without cause on 30 days' written notice to Vendor. In addition, CCSD may terminate the contract with Vendor in the event Vendor breaches any of its duties and obligations under this contract and Vendor fails to cure such breach within thirty (30) days after receiving notice from CCSD specifying the breach.

CCSD shall have no liability to Vendor based on any such termination except to pay all amounts due Vendor up to the date of termination for the product, work and services specifically delivered to CCSD and in accordance with the compensations provisions of the PROPOSAL. Vendor shall promptly deliver to CCSD all work, whether or not completed, and all property of CCSD, including any Proprietary information, trade secrets or Student Information as provided herein, which is in Vendor's possession on the termination date, including a final report to be prepared by Vendor describing results of the work up to the date of termination. In lieu of returning such property or information, Vendor may be directed by CCSD to destroy such property or information, in the sole discretion of CCSD. Vendor shall be responsible, with the assistance of CCSD, for removing any of Vendor's property, or any other third-party property, at any site of CCSD within ten (10) business days after the date of termination; provided, however, that Vendor shall ensure that CCSD has the necessary and applicable rights to use that property that CCSD identifies to Vendor in its discretion, and for which it has paid under this contract, after the termination of the contractual relationship between Vendor and CCSD.

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15.5 The rights and remedies of CCSD as stated above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract

16.0 **NO ASSIGNMENT, DELEGATION, OR SUBCONTRACT WITHOUT DISTRICT CONSENT.**

Except as may be specifically permitted by the PROPOSAL, Vendor shall not delegate, subcontract, assign or otherwise permit anyone other than Vendor personnel to perform any of the work and/or provide any of the Services required of Vendor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of District, which consent may be withheld by District in its sole discretion.

No subcontract, which Vendor enters into with respect to the performance of work and/or provision of Services under this Contract, shall in any way relieve Vendor of any responsibility for any performance or obligation required of it by this Contract. Vendor hereby accepts responsibility for ensuring that all subcontractors who perform any of the Services under this Contract also comply with the terms and conditions of this Contract; and Vendor expressly agrees to indemnify and hold harmless District from any and all claims, demands, liabilities, losses, damages, costs and expenses which result from any failure by any such subcontractor to comply with any of the terms and conditions of this Contract. Vendor shall give District immediate notice in writing by registered or certified mail of any claim, action or suit filed against Vendor by any subcontractor, and prompt notice of any claim made against Vendor or any subcontractor, which may result in litigation, related in any way to this Contract.

Vendor must notify CCSD of all subcontractors used to fulfill this contract, including those contracted by their agents (such as delivery services). CCSD reserves the right to require that a subcontractor be removed from the proposal.

17.0 **TAXES**

Vendor will timely pay all taxes lawfully imposed upon Vendor with respect to this Contract. Vendor makes no representation whatsoever regarding any tax liability of Vendor, nor regarding any exemption from tax liability related to this Contract.

18.0 **SURVIVAL OF REPRESENTATIONS**

The provisions, representations and warranties contained in this contract shall survive the delivery of all components procured hereunder and the payment of fees therefore and any termination of this contract in accordance with their respective terms and conditions.

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19.0 RELATIONSHIP OF PARTIES

This contract is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The Vendor shall be deemed to be an independent contractor, and the employees and agents of the Vendor shall not be deemed to be the employees or agents of CCSD.

20.0 SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part of this contract which is held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not void any other section, subsection, paragraph, term, condition, provision or part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate or otherwise change any section, subsection, paragraph, term, condition, provision or other term of this Contract shall not affect any other section, subsection, paragraph, term, condition, provision or part of the contract, and the remainder of this contract shall continue to be of full force and effect.

21.0 WAIVERS

The failure of either party to assert any claim or right against the other party regarding its obligations hereunder, in any one or more instances, shall not constitute a waiver of such claim or right with respect to future performance of such obligations and other obligations under this contract.

22.0 PUBLICITY

Vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without express written prior consent of CCSD. As used in this section, the term "publicity" includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs and similar public information

23.0 CCSD PROPERTY

All Vendor employees and agents working on CCSD property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be. Vendor shall provide and institute necessary security measure to prevent **unauthorized** access to any and all computer networks and Proprietary Information, trade secrets or Student Information of CCSD by

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any of its employees or agents, and Vendor shall be liable and responsible to CCSD for any and all security breaches by its employees or agents.

24.0 AMENDMENTS IN WRITING

No amendment of any term or condition contained in this contract, including the Proposal and Vendor's Response shall be effective unless it is in writing and signed by duly authorized representatives of the parties. No representation, request, instruction, directive or order, made or given by any official, employee or agent of the District, whether verbal or written, shall be effective to amend this agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Vendor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

25.0 PARTIES BOUND

This contract shall be binding on and inure to the benefit of the parties to this contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

26.0 INDEMNIFICATION

Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless members of the BOE, the CCSD and its officers, agents and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to reasonable attorneys' fees) growing out of, or otherwise occurring in connection with this contract, due to any act or omission on the part of Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf, or due to any breach of this contract by Vendor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Vendor, its agents, employees, subcontractors, or others working at the direction of Vendor or on its behalf.

As permitted by law, this indemnification shall apply notwithstanding the fact that the Indemnities may be partially responsible for the situation giving rise to the claim. This indemnification shall apply notwithstanding the fact that a claim results in a monetary obligation that exceeds any contractual commitment. This indemnification shall not apply if the situation giving rise to the claim results solely from the negligence or willful acts of Indemnities.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the duration of his contract, the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against

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Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

27.0 COMPLIANCE WITH LAWS

- 27.1 Vendor shall, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations in connection with its performance under this contract.
- 27.2 Vendor further agrees that in the performance of the contract, it will comply with all laws, regulations, rules and policies that may apply to public education in general and the operation of the Cobb County School District in particular.

28.0 INSURANCE REQUIREMENTS

Please see Special Terms and Conditions for Insurance Requirements specific to this solicitation.

29.0 BACKGROUND CHECKS

CCSD requires vendor to perform background checks on any employee or sub-contractor who will be working on the CCSD property (delivery personnel excluded). A Comprehensive criminal history background check to include both GCIC and NCIC is required on each applicant assigned to CCSD. Minimum findings that warrant exclusion include:

- Any felony conviction
- Any drug conviction
- Any crime against children
- Any sex-related conviction

Background checks must be provided to the CCSD Human Resources Department upon request by the CCSD.

Please note: it is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. CCSD must be informed of any employee assigned without completed background check and the results must be on file within 30 days.

30.0 SPECIAL TERMS AND CONDITIONS

Should these General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

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1.0 Purpose & Objective of the RFP

The objective of this Request for Proposal (RFP) is to obtain competitive pricing and solutions for the Cobb County School District's (CCSD) next generation wide-area network (WAN) based on a private, secure IP protocol services architecture, ideally on an internet protocol network utilizing Multi-protocol Label Switching (MPLS) technologies.

The intent is that this RFP will be awarded to a single vendor operating over the entire CCSD service area. *The Cobb County service area* is identified in **Attachment A** of the RFP. We've also included the *ERATE Discount Calculation Grid*, **Attachment B**, and the *Ineligible Program Locations*, **Attachment C**.

Funding for the next generation WAN includes both local funds and the Federal E-Rate program. E-Rate funding will be a factor in determining the technology and service offerings deployed within the CCSD environment. E-Rate eligibility guidelines for managed network services must be strictly followed. The support structure must include all hardware, software and services to deliver full E-Rate Priority One eligible Technical Support and Maintenance for their proposed CCSD WAN environment.

The next generation WAN must provide/support the following:

- High-speed Intranet/Internet connectivity for all locations within the CCSD service area
- The primary network connectivity to each CCSD location must be fiber and must support bandwidth scalability from a minimum of 10Mbps up to and including 1Gbps in cost effective increments; list scalability options; i.e. increments, burstable, etc.
- The consideration for remote/telecommuting locations to take advantage of the most reasonable broadband Internet offerings available
- Robust data services for centralized, mission critical applications
- Video conferencing
- Maintain separate VLAN capabilities
- IP quality of service (QOS) maintained end-to-end across the WAN
- WAN monitoring, management and reporting capabilities
- Clear and concise Service Level Agreements (SLAs) that define the management of the expectations and obligations of all parties
- 99.5% WAN availability to be defined in the SLAs
- Support services available 24/7/365 to support defined incident Priority Levels
- Business Continuity Services and capabilities at each location within the WAN and between the CCSD Data Center and a remote Disaster Recovery location; describe the impact on VLAN and IP QOS capabilities when activated at a given site

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An infrastructure upgrade project is currently underway to enhance local area network (LAN) capabilities within the CCSD. This is an 18-24 month project that will be a major interdependency within the WAN project.

2.0 Basic Guidelines for RFP/Contract Requirements

2.1 Multi-Year Award

This proposal is being requested with three pricing options. Option #1 (Attachment E) will be for a three year, firm fixed rate. **Option #2 (Attachment F)** will be for a five year, firm fixed rate. **Option #3 (Attachment G)** will be for a seven year, firm fixed rate.

This Agreement shall be effective when signed by CCSD and Vendor (the "Effective Date"), and shall remain in effect for a period as agreed upon, depending upon CCSD's Award of Option #1, 2, or 3, unless earlier terminated as provided in this Agreement. As required by O.C.G.A. § 20-2-506, the Agreement shall terminate absolutely and without further obligation on the part of CCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless written notice of termination is received from CCSD 30 days prior to the close of each calendar year. The total obligations of CCSD with respect to this Agreement on a yearly basis and over the term of the Agreement shall be consistent with the Bid Pricing/BAFO as submitted to CCSD.

- 2.2 All prices must include all labor, materials and equipment required to provide services, shipping and miscellaneous charges that are necessary to provide a complete solution to each location within the CCSD Service Area. Reference (**Attachment A**).
- 2.3 Where items ARE NOT eligible for E-Rate discounts, these items should be listed on a separate price quotation sheet explicitly labeled "E-Rate Ineligible Items".
- 2.4 Vendor must provide an electronic submission of all invoices in a user-friendly, flexible format; i.e. Excel spreadsheet; and provide any required training related to the reconciliation of the electronic invoices. Billing invoices must provide both detail and summary billing information by location. Vendor must provide a single point of contact to address all billing issues; i.e. credits, reimbursements. All billing issues must be resolved within 15 days from date of notification. See **Attachments D & D(1)** for sample billing format.
- 2.5 Vendor must insure that all assigned support personnel are fully qualified/certified on the hardware, software and services included in the WAN solution, and provide sample resumes of local support personnel, highlighting applicable certifications.

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2.6 Site visits are available upon request. Please contact Ginny Martin at www.ginny.martin@cobbk12.org

3.0 Specifications & Requirements

3.1 Statement of Work/Methodology

- 3.1.1 The vendor will be required to provide project management and implementation of the next generation CCSD WAN. The proposal shall demonstrate that the vendor has the capability, experience and expertise necessary to design, install, test, maintain and manage a district-wide WAN.
- 3.1.2 The proposal must include pricing for all hardware, software, and circuits required to provide services to each CCSD location. The proposed solution must support bandwidth scalability from a minimum of 10Mbps up to and including 1Gbps and clearly identify scalability options if included in the pricing.
- 3.1.3 It is imperative that creativity, flexibility, adaptability and scalability be paramount to support CCSD's ability to obtain E-Rate Priority One funds for the duration of the CCSD WAN implementation. The proposal should include pricing for scalability by CCSD location.
- 3.1.4 The implementation of the CCSD WAN must be planned and executed to, at a minimum, provide services at or better than the current level of services, minimize disruption of current services to end users, and meet the criteria of the CCSD System Development Life Cycle methodologies.
- 3.1.5 The CCSD WAN must support the current technology and applications, as well as those planned for the future; i.e. VOIP, video conferencing. The vendor will work closely with the Chief Technology Officer and the Director of Network Operations to gain an understanding of the current and future direction of the network infrastructure based on the technology direction.
- 3.1.6 The proposal must include fault tolerance/redundancy requirements and separate pricing to support Business Continuity Services at each CCSD location.
- 3.1.7 The vendor implementation responsibilities will include, but are not limited to:
 - Confirm WAN requirements defined in the RFP, including local site surveys as appropriate
 - Develop detailed logical and physical diagrams for all network designs
 - Conduct formal design reviews for approval and sign-off
 - Develop a detail project plan (MS Project preferred)
 - Conduct formal project reviews
 - Develop a formal change management and change control board (CCB) process to control scope changes and "creeping elegance"